

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
DISTRICT 6, 2309 BARRETT STATION RD,
BALLWIN,MO 63021**

| | |
|--------------|-----------------|
| REQUEST NO. | D611-086-RW |
| DATE | January 6, 2011 |
| PAGE NO. | 1 |
| NO. OF PAGES | 31 |

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

10:00 a.m., Local Time, January 31, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Teresa(Terri) Mount
BUYER EMAIL:
Teresa.Mount@modot.mo.gov

BUYER TELEPHONE: 314-301-1431
BUYER FAX:
573-526-0016

SUPPLIES OR SERVICES

Install ornamental fence with lighting, which shall be fabricated, galvanized and powder coated per the attached specifications and installed in accordance to the drawings provided along with traffic control procedures. The fence shall be installed in accordance with the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) requirements stated herein.

COMPLETION DATE: May 15, 2011 OR BEFORE

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____

By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No
Form E-103 (Rev. 11-04)

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This Request For Bid seeks bids from qualified organizations to install a pedestrian ornamental fence with lighting, which shall be fabricated, galvanized and powder coated per the attached specifications and installed in accordance to the drawings provided along with traffic control procedures at the location indicated below:

- West Florissant Road Bridge (A59842) over I-70 in St Louis City.

1.1.2 Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

1.1.3 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

1.1.4 Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms. Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later than 10:00 a.m., Local Time, January 31, 2011.

RFB Coordinator:

**Ms. Teresa (Terri) Mount (Title) Sr. General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431
FAX: 573-522-0016
EMAIL: Teresa.Mount@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of services in order to install a pedestrian ornamental fence with lighting, which shall be fabricated, galvanized and powder coated per attached specifications and in accordance to the drawings provided along with traffic control procedures as indicated.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

2.0 SCOPE OF WORK

D611-086-RW

2.1 JOB SPECIAL PROVISIONS

1.0 Description. The Federal Government is not participating in the cost of construction of this project.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MoDOT" for the applicable bid opening. This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

State Wage Rates

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 Missouri Std. Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 10 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 There are six major holiday periods per year: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

3.2 The contractor shall not perform any construction operation on the roadway during restricted periods, holiday periods, or other special events. These special events include St. Louis Cardinals home games, St. Louis Rams home games, St. Louis Blues home games, and other events of regional significance as determined by the engineer. No work shall be done during any of the Cardinals' weekend home stand games until 1 hour after the game ends and at the discretion of the engineer. Work shall end at 7 a.m. on the Sunday morning of a Rams home game. Restricted periods for special events shall be determined at the discretion of the engineer.

3.3 The contractor shall not perform any work which would require a temporary reduction in number of through lanes of traffic on I-70 except in compliance with the following work hour conditions:

Mainline single lane closures allowed between the hours of 7:00 p.m. to 5:00 a.m.

Mainline double lane closures allowed between the hours of 12:00 a.m. (midnight) and 5:00 a.m.

Reversible lane closures or complete closure of the reversible lanes allowed only while work is occurring within the reversible lanes and between the hours of 12:00 a.m. (midnight) and 5:00 a.m.

The contractor shall be aware that traffic data indicates construction operations on the roadbed outside of the allowed hours shown above Monday through Friday will likely result in traffic queues greater than 10 minutes. Based on this data the contractors operations will be restricted accordingly unless it can be successfully demonstrated that their operations can be performed without a 10 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

4.0 Detours and Lane Closures.

4.1 The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

The contractor shall provide the engineer notice 3 weeks prior to shifting traffic onto detours or prior to lane closures. MoDOT will issue a press release to the local news media, newspaper, radio, and television prior to the detour or lane closure. The press release will advise motorists to take alternate routes to avoid traffic congestion at the construction site and to anticipate a slowdown in traffic flow.

In the event of any weather, material or related postponement, notification shall be made to the engineer as soon as practical of the postponement and the rescheduling of the roadway lane closure to a new date.

4.2 Reversible Lane Closures. The contractor shall notify the following contact 1 week prior to any closures on the reversible lanes:

MoDOT Dispatch
District 6
Telephone Number: (314) 275-1522
Nextel Number: 140*2*14100
E-mail: d6tmc@modot.mo.gov

4.2.1 Full closure of the reversible lanes is not allowed during double lane closures on the mainline lanes. During double lane closures, reversible lanes shall be open in the same direction of travel as the double lane closure.

5.0 Contractor Traffic Management Plan

5.1 Director of Traffic Management (DTM). The Traffic Management Plan shall name an individual, either employed by the contractor or hired by the contractor, to act as Director of Traffic Management (DTM). This individual will be a trained Work Zone Specialist in accordance with Standard Specifications, Section 616.3.4 and will be directly involved with daily traffic management and traffic management planning. It will be the responsibility of the DTM to coordinate traffic management between this project and any other projects on I-70, including all future projects. It will be the responsibility of the DTM to locate and mark the Traffic Control items in the field for installation of Traffic Control Items. Prior to installation, the DTM shall review with the engineer his layout in the field and any necessary adjustments required. This shall be completed 5 working days prior to installation.

5.2 Maintaining Work Zones and Work Zone Reviews. The DTM shall maintain work zones on a daily basis to assure safety to the traveling public and the workers. If the engineer reports any deficiency to the DTM or Contractor concerning safety items in the work zone, the DTM or Contractor shall immediately work to correct the situation. The DTM shall have personnel reviewing regular traffic control items daily and any temporary lane drop traffic control items at initial set up and during the operation. A minimum of 3 formal inspections shall be completed by the DTM in any one shift and fully documented to the engineer. All regular and scheduled traffic control reviews shall be documented and submitted to the Engineer weekly. The documentation record shall be similar to Form C-258 as found in the MoDOT Engineering Policy Guide. Traffic control items shall be corrected without the need for direction by the engineer. The engineer will notify the contractor first verbally if work zones are not being maintained at an acceptable level. If verbal notification does not resolve the work zone deficiencies, then the engineer may issue an order record to correct traffic control items. The order record shall state the corrections necessary and the timeframe by which the corrections shall be made. Failure to make the corrections on time may result in the engineer suspending work. Upon suspended work, the contractor shall review with the engineer the responsibilities of the DTM and may include the replacement of a new DTM at that time. The suspension will be non-excusable and non-compensable regardless if user costs are being charged for closures.

6.0 Traffic Control Plan Revisions.

6.1 The plans provide a traffic control plan along with quantities of traffic control devices. The contractor is allowed to propose changes to the traffic control plan if the construction time frame can be shortened, and/or the number of days traffic lanes are restricted can be reduced. If the contractor proposes modifying the traffic control plans, there will be no additional payment for additional traffic control items; see the section of this provision regarding Basis of Payment.

6.2 Any modification to the Traffic Control Plans or alternate traffic control plan must meet the minimum requirements of this provision. The Modified Traffic Control Plan must be signed and sealed by a Professional Engineer registered in the State of Missouri and must comply to the current edition of the MUTCD and MoDOT standards, whichever is more conservative.

6.3 Five (5) copies of any Modified Traffic Control Plan Sheets must be submitted 3 weeks prior to implementation to allow the Commission and FHWA ample time for review and approval.

7.0 Documentation Records of Traffic Control

7.1 The contractor will be required to measure and/or count all temporary traffic control items used on this project. A document will be filled out by the contractor listing the items, along with the quantity and location on the roadway. This document will be similar in form to a MoDOT Documentation Record. All traffic control shall be placed according to plan and MoDOT Standards. Any Traffic Control that does not fit actual conditions in the field shall be reviewed with engineer for proper location.

7.2 These Documentation Records will be submitted to the engineer three working days prior to the estimate so the engineer can verify the information and quantities may be included for pay. They shall have the following certification statement and be signed by the Director of Traffic Management.

“In keeping with United States Code, Title 18, Section 1020, regarding False Statements, I certify, to the best of my ability, the above information is correct and accurate with regards to date placed, quantity, length and location”. Signature & Date_____.

8.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

C. SUPPLEMENTAL REVISIONS JSP-09-01F

Delete 403.2.6, 403.2.6.1 and 403.2.6.2 and replace accordingly:

403.2.6 Reclaimed Asphalt. A maximum of 30 percent virgin effective binder replacement may be used in mixtures without changing the grade of binder. The asphalt binder content of recycled asphalt materials shall be determined in accordance with AASHTO T 164, ASTM D 2172 or other approved method of solvent extraction. A correction factor for use during production may be determined for binder ignition by burning a sample in accordance with AASHTO T 308 and subtracting from the binder content determined by extraction. The aggregate specific gravity shall be determined by performing AASHTO T 209 in accordance with [Sec 403.19.3.1.2](#) and calculating the G_{se} to use in lieu of G_{sb} as follows:

$$G_{se} = \frac{100 - P_b}{\frac{100}{G_{mm}} - \frac{P_b}{G_b}}$$

403.2.6.1 Reclaimed Asphalt Pavement. Reclaimed Asphalt Pavement (RAP) may be used in any mixture, except SMA mixtures. Mixtures may be used with more than 30 percent virgin effective binder replacement provided testing according to AASHTO M 323 is included with the job mix formula that ensures the combined binder meets the grade specified in the contract. All RAP material, except as noted below, shall be tested in accordance with AASHTO TP 58, *Method of Resistance of Coarse Aggregate Degradation by Abrasion in the Micro-Deval Apparatus*. Aggregate shall have the asphalt coating removed either by extraction or binder ignition during production. The material shall be tested in the Micro-Deval apparatus at a frequency of once per 1500 tons (Mg). The percent loss shall not exceed the Micro-Deval loss of the combined virgin

material by more than five percent. Micro-Deval testing will be waived for RAP material obtained from MoDOT roadways. All RAP material shall be in accordance with [Sec 1002](#) for deleterious and other foreign material.

403.2.6.2 Reclaimed Asphalt Shingles. Reclaimed Asphalt Shingles (RAS) may be used in any mixture specified to use PG 64-22 in accordance with AASHTO PP 53 except as follows: When the ratio of virgin effective binder to total binder in the mixture is between 60 and 70 percent, the grade of the virgin binder shall be PG 52-28 or PG 58-28. Shingles shall be ground to 3/8-inch minus. Waste, manufacturer or new, shingles shall be essential free of deleterious materials. Post-consumer RAS shall not contain more than 1.5 percent wood by weight or more than 3.0 percent total deleterious by weight. Post-consumer RAS shall be certified to contain less than the maximum allowable amount of asbestos as defined by national or local standards. The gradation of the aggregate may be determined by solvent extraction of the binder or using the following as a standard gradation:

| Shingle Aggregate Gradation | |
|------------------------------------|----------------------------------|
| Sieve Size | Percent Passing by Weight |
| 3/8 in. (9.5 mm) | 100 |
| No. 4 (4.75 mm) | 95 |
| No. 8 (2.36 mm) | 85 |
| No. 16 (1.18 mm) | 70 |
| No. 30 (600 μ m) | 50 |
| No. 50 (300 μ m) | 45 |
| No. 100 (150 μ m) | 35 |
| No. 200 (75 μ m) | 25 |

D. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri State Highway Patrol
Troop C Headquarters
891 Technology Dr.
Weldon Spring, MO 63304
(636) 300-2800

Metropolitan Police Department, Sixth District
North Patrol Division
4014 Union
St. Louis, MO 63115
(314) 444-0001

Saint Louis University Hospital
3635 Vista Ave.
St. Louis, MO 63110

(314) 577-8000

Barnes-Jewish Hospital
1 Barnes-Jewish Hospital Plaza
St. Louis, MO 63110
(314) 747-3000

St. Louis Fire Department Headquarters
1421 N. Jefferson
St. Louis, MO 63106
(314) 533-3406

St. Louis City Towing Service Facility
7410 Hall Street
St. Louis, MO 63147
(314) 383-7546

MoDOT Transportation Management Center (TMC)
14301 South Outer 40 Rd.
Chesterfield, MO 63017
(314) 275-1500

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

E. TEMPORARY TRAFFIC CONTROL

1.0 Description. All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the contractor. This will include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer.

2.0 Work requirements. Work shall be in accordance with Sec 616, Sec 612 and the contract plans.

3.0 Method of Measurement. This work will not be measured for payment, but will be considered a lump sum unit.

4.0 Basis of Payment.

4.1 Temporary traffic control will be paid for at the contract lump sum price for Item 616-99.01, Temporary Traffic Control. No direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

- (b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Providing channelizers.
- (f) Worker apparel.
- (g) Flaggers, pilot vehicles, and appurtenances at flagging stations.
- (h) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (i) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (j) Removing existing pavement markings, installing temporary pavement markings, and removing and relocating temporary pavement markings as necessary for staging operations.
- (k) Providing Truck or Trailer Mounted Attenuators (TMA).
- (l) Providing Changeable Message Signs (CMS).

4.2 Any additional work deemed necessary by the engineer that requires temporary traffic control and is not covered by the contract plans will be included in the cost change order for the additional work. However, if the added work is required in a stage where temporary traffic control is already in place, no additional traffic control pay will be allowed in this case.

F. POWDER COATING JSP-04-06

1.0 Scope. This specification covers a powder coating finish for metallic components.

2.0 Basis of Acceptance. Basis of acceptance of the powder coated components will be based on a manufacturer's certification, including certified test results for all performance requirements, submitted by the contractor and upon results of any tests performed by the engineer. The contractor shall repair any areas damaged during the testing process by a written method of repair recommended by the powder coating manufacturer. All repairs shall be subject to the engineer's approval.

3.0 Material.

3.1 Color. The finished powder coating shall be in the color specified in the contract.

3.2 Powder Coating Type. The powder coating shall be a urethane or triglycidyl isocyanate (TGIC) polyester resin type.

3.3 Galvanizing. When galvanizing is specified, all surfaces of the component shall be galvanized prior to powder coating in accordance with ASTM A 123. Components shall not be water or chromate quenched prior to powder coating.

3.3.1 Testing of Galvanizing. The procedure for determining the mass of coating shall be in accordance with ASTM A 90. This method shall be used in cases where the area of the test specimen can be accurately tested. On specimens shaped so that the area cannot be calculated, the mass of coating shall be determined with a magnetic gauge in accordance with ASTM E 376. The powder coating shall be removed by solvent removal or other any other method that does not affect the zinc coating.

4.0 Workmanship.

4.1 Fabrication. After fabrication of the component, all welds, bolted connections, holes, cut ends, etc. shall be free of slag, burrs or other imperfections that would affect the overall appearance or performance of the finished product.

4.2 Finish of Galvanized Components. When galvanizing is required prior to powder coating, all galvanized surfaces shall be in accordance with the Finish and Appearance requirements of ASTM A 123 prior to application of the powder coating. Prior to powder coating, all surfaces shall be free of uncoated areas, blisters, flux deposits, gross cross inclusions, lumps, globules, runs, drips and sags. Zinc high spots, such as metal drip line, and other rough areas shall be removed by cleaning with hand or power tools as described in SSPC Surface Preparation Specification 2 or 3. The zinc shall be removed until the zinc is level with the surrounding area, taking care that the base coating is not removed by the cleaning methods. The final galvanized surface shall be an applicable substrate to ensure proper adhesion of the powder coating. After removal of high spots and other rough areas, the coated surface shall be inspected to verify the required zinc coating thickness is in accordance with ASTM A 123 utilizing a magnetic field type thickness instrument in accordance with ASTM E 376. Any component that does not comply with the zinc coating thickness requirement before or after removal of high spots or rough areas shall be repaired in accordance with ASTM A 780.

4.3 Finish of Powder Coating. The powder coated surface shall be smooth, free of thin spots, pinholes, blemishes, and other coating imperfections.

5.0 Powder Coating Application. The powder coating shall be applied in accordance with all requirements of the supplier of the powder coating material. When powder coating is to be applied over galvanized surfaces, the powder coating application shall also be in accordance with the requirements supplied by the galvanizer. This shall include storage and pre-treatment of the component prior to application of the powder coating. If there is a conflict in application method between the powder coating supplier and the galvanizer, the powder coater shall resolve the conflict prior to application of any powder coating.

6.0 Performance Requirements. The finished components shall be delivered to the project site with no damage to the powder coating. The contractor shall repair any damaged areas in accordance with the requirements of the powder coating manufacturer at the engineer's discretion. Damage to the powder coating may be cause for rejection. The powder coating of the finished components shall be in accordance with the following requirements:

| Item | Test Method | Requirement |
|--|-------------|--|
| Salt Spray Corrosion, 500 hrs, single scribe | ASTM B 117 | Creepage shall not exceed 1/4" in either direction from scribe |
| Cross Hatch Adhesion, min | ASTM D 3359 | 5A and 5B |
| Pencil Hardness, Gouge, min | ASTM D 3363 | F |
| Pencil Hardness, Scratch, min | ASTM D 3363 | F |
| Coating Thickness, mils, min ^a | ASTM E 376 | 3.0 |
| Gloss, 60°, min | ASTM D 523 | 20 |
| Chemical Resistance ^b | ASTM D 1308 | Coating shall show only a slight circular mark |

^a For components with an underlying non-magnetic coating over steel, the powder coating thickness will be the difference in thickness measurements with and without the powder coating.

^b The open spot test shall be performed with 5 drops 95% toluene/5% MEK for 30 s.

G. DISPOSITION OF TEMPORARY PORTABLE FENCE

1.0 Description. The temporary portable fence on the West Florissant Bridge over I-70 shall be carefully removed by the contractor and transported to the Missouri Department of Transportation's maintenance facility, north lot, located at the following address:

Broadway Maintenance Facility
1200 South Broadway
St. Louis, MO 63115

1.1 The contractor shall notify the maintenance building at least 24 hours prior to each delivery to the maintenance lot. Contact information is below:

Danny Cronin, Regional Maintenance Supervisor
Cell: (314) 719-9355

2.0 Basis of Payment. No direct payment will be made for any costs incurred while complying with this provision.

H . ORNAMENTAL LUMINAIRE

1.0 Description. This work shall consist of furnishing materials, labor, and equipment required to install ornamental luminaires in conjunction with ornamental pedestrian fencing. Installation details shall be in accordance with the plans and the manufacturer's recommendations. This work shall conform with applicable portions of Sec 901, as herein modified.

2.0 Materials.

2.1 Luminaire. The ornamental luminaire shall consist of an acorn shaped glass refractor, base housing, and lamp socket assembly. The glass shall be heat resistant borosilicate glass. Plastic, acrylic, or Lexan shall not be used. The luminaire base housing shall house the ballast and electrical components and shall be cast from copper-free aluminum. The housing shall be painted with a polyester powder paint to match the fencing.

2.2 Mounting Adapter. Luminaires shall be provided with an adapter housing if required to ensure proper mating of luminaires with light poles. Adapter housings shall fit inside the poles and inside the luminaire to ensure a proper and tight installation. Adapter materials and coatings shall meet the requirements of section 2.1 above, except that only exposed adapter surfaces shall be painted.

2.3 Electrical. The luminaire shall house a 480 volt line to line, high pressure sodium ballast sized to support a lamp not larger than 150 watts.

2.4 Photometrics. The luminaire shall be constructed to reduce the amount of veiling luminance. Prior to ordering luminaires, the contractor shall submit computer lighting calculations demonstrating a neutral affect on the veiling luminance conditions existing with the roadway luminaires already in place. These calculations shall indicate that the installation of the ornamental luminaires do not increase the maximum veiling luminance to average pavement luminance above existing conditions. The calculations shall indicate a graphical representation of each bridge and roadway configuration with all input values associated with the luminaire locations, photometric data, lamp lumen rating, and a depreciation factor of 0.7. The calculation output shall clearly indicate luminance values at the pavement elevation on a grid no larger than 10 feet along the roadway and 6 feet across the roadway in accordance with IES recommendations. The calculations shall indicate the overall statistics showing average, maximum, minimum, average to minimum ratio, veiling luminance ratio, and any other pertinent information as may be required by the engineer.

3.0 Construction Requirements. Luminaires shall be installed in accordance with the manufacturer's recommendations.

4.0 Measurement and Payment. The accepted quantity of luminaires – including any indicated units furnished for spare parts – shall be paid for at the unit price per each for “Ornamental Light Luminaire” established in the contract..

I. ADDITIONAL BID INFORMATION:

1.0 Liquidated Damage Requirements:

1.1 The contractor shall agree and understand that the installation of the pedestrian ornamental fence with lighting in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide installation of the pedestrian fence with lighting in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of **\$5,000.00 per day** for each calendar day the contractor is delinquent in completing the work beyond the designated completion date.

b. LIQUIDATED DAMAGES SPECIFIED

1.0 Description. If all lane closures on I-70 are not complete and open to traffic prior to 5 a.m. each day, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the following amounts for each full 15 minutes that all lanes are not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time:

- a. \$1,500 per full 15 minutes from 6:00 a.m. to 7:00 a.m.
- b. \$1,875 per full 15 minutes from 7:00 a.m. to 8:00 a.m.
- c. \$1,250 per full 15 minutes after 8:00 a.m.

1.1 The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

c. LIQUIDATED DAMAGES FOR WINTER MONTHS JSP-04-17

1.0 Description. Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

- d. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
- e. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.

1. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

2.0 Invoicing and Payment Requirements:

- 2.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation
Business & Benefits
1590 Woodlake
Chesterfield, MO. 63017-5712
- 2.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.8 Notarized weekly payroll documentation for prime and subcontractors will be required from start to finish of this contract showing compliance with prevailing wage rates. Lien Waivers from materials suppliers shall also be provided. Additional documents shall be furnished as required by other provisions in the bid package.
 - A. Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

3.0 Other Contractual Requirements:

- 3.1 **RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

3.2 Prevailing Wage:

- a. **General Wage Order # 54 to apply.**
"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. ([See Sections 290.550 through 290.580 RSMo](#)).

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

3.3 Construction Safety Program:

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

3.0 BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked **“D611-086-RW “Pedestrian Ornamental Fence”**.

3.1.2 All bids must be received at the following address no later than **January 31, 2011 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation
Procurement Division
Attn: Teresa (Terri Mount)
2309 Barrett Station Rd.
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.6 Proposal/Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the MoDOT as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.7 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.8 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.1.9 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.

3.1.10 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

4.0**PRICING PAGE D611-086-RW**

4.1 The bidder shall provide a firm, fixed price in the table for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Pedestrian Ornamental Fence with Lighting - West Florissant Road Bridge (A59842) over I-70 in St Louis City.

| Item # | Description | U/M | QTY | COST U/M | EXTENDED COST |
|--------|---|----------|--------|----------|---------------|
| 001 | Ornamental Pedestrian Fence with Lighting | LF | 442.00 | | |
| 002 | Conduit System on Structure with Wiring | Lump Sum | 1.00 | | |
| 003 | Sidewalk Edge Repair | LF | 27.00 | | |
| 004 | Ornamental Light Luminaire | Each | 9.00 | | |
| 005 | Temporary Traffic Control | Lump Sum | 1.00 | | |
| 006 | Mobilization | Lump Sum | 1.00 | | |
| 007 | TOTAL EXTENDED COST | | | | |

Company:_____

Date:_____

Signature / Title

Exhibit I

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____
FOR OTHERS:

State of domicile: _____
FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____
ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Exhibit II

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

| Item (or item number) | Location Where Item Manufactured or Produced |
|-----------------------|--|
| | |
| | |
| | |
| | |
| | |

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Exhibit III

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual

() partnership

() joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

| | |
|-----------|-------|
| _____ | _____ |
| Secretary | Title |

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

Exhibit IV
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally
certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job,
task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not
limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act
officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is
enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of
newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in
connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have
attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work
authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned
business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any
alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the
aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly
employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)(**if applicable**)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instruments, who being by me duly sworn, deposed as follows:

***My name is _____, and I am of sound mind, capable of making this affidavit, and personally
certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the
United States of America:***

☐ I am the _____ of _____, which is applying for a public
owner or partner benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation
Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am
classified by the United States of America as: (check the applicable box) a United States citizen. an alien
lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or
representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be
guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500
and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and
560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less
than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time
as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove
citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

Exhibit V- D611-086-RW
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the
penal sum of:

Dollars

(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

Exhibit VI

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise

disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
 - b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # As referenced and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Proposal/Bid Guaranty/Contract Bond

- d. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- e. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- f. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies):
___ **St. Louis City**. The Annual Wage Order # **54** may be inspected at any District Office or at the Central Office in Jefferson City, MO.

- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

- a. The following days shall be construed as **official holidays** under the terms of the contract:

| | |
|-----------------------------|------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm.

Construction Safety Program

- a. Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.